

1 Q In other words, what he had and he assigned to
2 you, you were assigning back to him?

3 A That's correct.

4 Q Just a general description.

5 A Well, as a general -- I mean, it was a long lease,
6 but in general terms that's exactly what we're doing.

7 Q And other than his desire to have access to the
8 property for the operation of the station, there was no need
9 for you to go on the property; is that correct?

10 There was no need for you to go on that property.
11 You were going to close down. You were going to --

12 A If I was going to --

13 Q -- take it silent.

14 A If I was going to --

15 Q There was no need for you to be there.

16 A There was no need for me to be there.

17 Q But there was no preclusion from you operating
18 from there if you wanted to. You held the lease.

19 A Well, I -- I leased -- I simply took the terms of
20 the lease and leased it back to him.

21 Q Correct. But there was no --

22 A With the understanding that I would go away, that
23 I would move.

24 Q That's fine. That was your understanding, you
25 would go away; is that correct?

1 A Yes, sir.

2 Q But it wasn't Mr. Landrum's understanding --
3 strike that.

4 Were you ever told to remove KFCC from the
5 property or KFCC's facilities from the property?

6 A I was never told that by Mr. Landrum, no.

7 Q You were never told that.

8 There was no requirement that you leave?

9 A There was --

10 Q There was no obligation prior to the leaseback --

11 A I was --

12 Q Prior to the leaseback --

13 A Well, they occurred simultaneously. The lease
14 was --

15 JUDGE CHACHKIN: I thought it was a few days
16 that --

17 THE WITNESS: No, sir. At closing the lease that
18 he held was assigned to me, and then immediately subleased
19 back to him. It was a -- it all occurred at closing.

20 BY MR. ARONOWITZ:

21 Q What obligated you to leave the Bay City site?

22 A My leaseback to him.

23 Q But nothing else? It was strictly --

24 A It was a contractual --

25 Q Contractual arrangement?

1 A Sure.

2 Q Did you voluntarily sign that agreement?

3 A Yes, sir. But it was part of --

4 Q Did you oppose that agreement?

5 A I don't recall which of us proposed it, Mr.

6 Aronowitz. I -- we -- we had a number of conversations
7 regarding his remaining at the site. Who exactly proposed
8 the leaseback, I think it was him, but I can't say that of
9 absolute knowledge.

10 Q Are you aware -- I'm just going to look through
11 Exhibit A for a minute because I want to get my facts
12 correct.

13 (Pause.)

14 BY MR. ARONOWITZ:

15 Q When you purchased KFCC was it a requirement that
16 you give up access to the Bay City site? Was it a
17 condition, or let me ask it this way. Was it a condition,
18 was it a necessary condition for you to sign the acquisition
19 for KFCC, was it necessary for you to give up access --

20 A When --

21 Q -- to the Bay City site?

22 A When we first proposed, we took the proposal to
23 purchase the radio station to the seller. There were a
24 series of discussions about facilities, who would remain and
25 who would go.

1 Q And obviously Mr. Landrum wanted to remain?

2 A And I obviously wanted to go. So we --

3 Q And you obviously wanted to go.

4 A So we entered into a contract wherein he stayed
5 and I left.

6 Q So this was, again, a voluntary business
7 arrangement between the two of you, correct?

8 A That was consummated.

9 Q That was consummated. Voluntary arrangement.

10 A And once it was consummated, then my actions were
11 dictated by the terms of the contract.

12 Q That's fine, and that's not what I'm asking.

13 A I'm sorry.

14 Q That's okay.

15 A Pardon me.

16 Q No, that's okay. I want to be -- it's the nature
17 we have to take these things in small bites --

18 A I'm sorry.

19 Q -- to make sure I understand it.

20 So when you -- it was a voluntary meeting of the
21 minds, the two of you together decided this is the way it
22 was going to be and you voluntarily signed that contract.

23 A Yes, sir.

24 Q Is that my understanding?

25 A Yes, sir.

1 JUDGE CHACHKIN: So Mr. Landrum never said to you
2 that, "I won't sell you this site unless you agree to remove
3 yourself from this site," did he?

4 THE WITNESS: No, sir, he never spoke those words
5 to me. But, again, Your Honor, it was obvious he wanted --
6 from our conversations it was quite obvious that he wanted
7 to stay and that I wanted to -- and that I wanted to go. So
8 there wasn't -- he never had to make that statement to me.

9 JUDGE CHACHKIN: But I understand it was a
10 voluntary decision on your part to go.

11 THE WITNESS: Yes, sir.

12 JUDGE CHACHKIN: It was not compelled by anything
13 that Mr. Landrum said --

14 THE WITNESS: Well, it was --

15 JUDGE CHACHKIN: -- or required in order for you
16 to acquire that property?

17 THE WITNESS: Prior to the signing of the
18 contract, and then closing on that contract, there was
19 nothing that required me to move. But, of course, I didn't
20 have the facility at the time. Once I signed the contract
21 the terms of the contract called for me to leave, which I
22 did.

23 JUDGE CHACHKIN: I understand it. But there was
24 no condition precedent requiring you to move as a condition
25 of Mr. Landrum selling you that site, was there?

1 THE WITNESS: No, sir.

2 In none of our conversations did he ever say, "I
3 won't sell you this radio station unless you agree to move
4 it." Those words were never spoken.

5 BY MR. ARONOWITZ:

6 Q That was never the case?

7 A No, sir. No, sir, and I never -- I've never said
8 it was.

9 Q Okay. And I want to --

10 A What I have --

11 Q I want to refer you to Mass Media Exhibit No. 3,
12 which is the agreement and purchase and sale of asset.

13 Can you point to anything in there that required
14 you to leave the Bay City site?

15 A No, sir, there is nothing in the contract itself
16 that requires me to move, to remove from the Bay City site.

17 Q All right. I am going to ask you please bear with
18 me, and I now ask you to turn to Mass Media Bureau Exhibit
19 15. On the front page -- excuse me. I'm sorry.

20 (Pause.)

21 MR. ARONOWITZ: I'm sorry. My confusion.

22 BY MR. ARONOWITZ:

23 Q Mass Media Bureau Exhibit 16.

24 A Okay.

25 Q September 29 letter from you to Roy Stewart, and

1 in the first paragraph, I think it's the second line. It
2 starts, "As the attached documents prove, the Bay City site
3 was retained by the previous owner, Landrum Enterprises,
4 Inc., as a condition of the purchase of KFCC."

5 Is that a correct statement?

6 A Yes, sir.

7 Q But you just said it wasn't a condition.

8 A Well, the leaseback was -- all of those documents
9 were together. The leaseback was --

10 Q So if I understand this correctly -- excuse me for
11 interrupting -- it was a requirement that the agreement that
12 you signed, but it wasn't a condition of sale?

13 A But the leaseback was part of the sale. It was
14 all --

15 Q It was a contractual requirement?

16 A Exactly.

17 Q Okay. But it wasn't -- there was no requirement
18 that you sign that leaseback?

19 A But if I hadn't signed the leaseback, he wouldn't
20 have sold the radio station. I mean, once we agreed, we
21 agreed.

22 JUDGE CHACHKIN: As I understand it, Mr. Landrum
23 wanted to have use of the site.

24 THE WITNESS: Yes, sir.

25 JUDGE CHACHKIN: But Mr. Landrum was not making it

1 a condition that you abandon the site.

2 THE WITNESS: Well, yes, he --

3 JUDGE CHACHKIN: Was he?

4 THE WITNESS: What he was saying is that one of us
5 needs to stay and one of us needs to leave.

6 JUDGE CHACHKIN: Where did he say that you
7 couldn't both stay on the site? Did he ever make that a
8 condition of entering into -- of selling you the radio
9 station?

10 THE WITNESS: Well, again, we sat down, Your
11 Honor, with each other and said one of us needs to stay and
12 one of us needs to go.

13 JUDGE CHACHKIN: I understand that. I'm asking
14 you about Mr. Landrum.

15 Did Mr. Landrum ever say, "I will not sell you
16 this radio station unless you agree to move from the site"?

17 THE WITNESS: I have already stated, Your Honor,
18 that he never said that.

19 JUDGE CHACHKIN: So that was not a condition of
20 your sale, of the sale from Mr. Landrum to you, was it?

21 THE WITNESS: But it was very much an
22 understanding.

23 JUDGE CHACHKIN: What understanding? You just
24 told me that Mr. Landrum did not compel you to move as a
25 condition of the sale.

1 THE WITNESS: Well, sir, I guess we're -- I guess
2 we are debating semantics. But, you know, we sat down and
3 said, I mean together, one of us needs to stay here and one
4 of us needs to leave. And he -- I mean, he didn't put a gun
5 to my head and say, "It's got to be you." I mean, we just
6 agreed.

7 JUDGE CHACHKIN: But as I understand it, Mr.
8 Landrum did not ever say to you during your negotiations
9 that, "I won't sell you this property unless you abandon the
10 site," or those words.

11 THE WITNESS: He never had -- he never had --
12 pardon me. He never had to say that, Your Honor.

13 JUDGE CHACHKIN: Because it was your intention to
14 not use the site.

15 THE WITNESS: That is correct.

16 JUDGE CHACHKIN: And you made that clear to him?

17 THE WITNESS: Absolutely.

18 JUDGE CHACHKIN: So it wasn't a condition of the
19 sale. You made clear to him that you didn't want it. You
20 didn't intend to use the site; not that Mr. Landrum said, "I
21 won't agree to sell you the land unless you agree to abandon
22 the site."

23 THE WITNESS: But I -- but I never -- I mean, I
24 never -- Your Honor, he was never in a position of having to
25 say that. I didn't know that he wouldn't have said it. I

1 just simply --

2 JUDGE CHACHKIN: Well, as I -- go ahead.

3 THE WITNESS: Well, I --

4 JUDGE CHACHKIN: You were never interested in
5 making that a condition?

6 THE WITNESS: No, sir. No. No, I wasn't. But it
7 was an understanding. I mean, as the sublease is indicative
8 of. I mean, you know, no one ever put a gun to my head and
9 said, "You've got to do this or we won't sell."

10 MR. ARONOWITZ: Okay, that's fine.

11 Just let me ask you a couple of questions, and
12 then I think we'll move on from this.

13 BY MR. ARONOWITZ:

14 Q Once you took the station silent and made your
15 various applications, in other words, you left or you never,
16 you abandoned or you never showed up or whatever with
17 respect to the Bay City property, did you have to actually
18 dismantle equipment?

19 A Yes, sir.

20 Q You did?

21 A Yes, sir.

22 Q Including the tower?

23 A No the towers themselves, but all of the
24 transmitting equipment inside.

25 Q And you did that right then?

1 A Yes, sir.

2 Q When did you go into the -- when did you go into
3 the site to do that?

4 A You want a specific date. It was some time after
5 the 21st and before the 5th.

6 Q So on the 21st all this equipment was there and
7 functioning theoretically?

8 A Yes, but turned off.

9 Q And then you turned it off. And you went in after
10 the 21st?

11 A Yes, sir.

12 Q All right. After you reported the Commission that
13 the site had been lost, let me ask you a question. But what
14 authority did you go on the property to dismantle the
15 equipment?

16 A I called Mr. Landrum's -- actually, I think Fred
17 Lundgren called Mr. Landrum's -- pardon me, it wasn't Fred
18 Lundgren. It was Bob Morrow, called Mr. Landrum's general
19 manager and arranged for a time convenient that we could
20 pick up the equipment.

21 Q Which you subsequently put back when you resumed
22 operations?

23 A Yes, sir.

24 Over the very loud objections of the tenant.

25 MR. ARONOWITZ: Move to strike that.

1 JUDGE CHACHKIN: It will be stricken.

2 BY MR. ARONOWITZ:

3 Q So, again, the strategy of moving KFCC to Houston
4 that you had had from the outset was not disclosed in this
5 4-21-95 STA or the 5-2 amendment?

6 A It was not, sir. It was disclosed to Mr. Vu
7 verbally, and certainly to Mr. Burtle and Mr. Eads verbally.

8 Q Okay, I want to --

9 MR. ARONOWITZ: One second.

10 (Pause.)

11 MR. ARONOWITZ: Your Honor, at this point we have
12 concluded our questions in regard to issue one for the
13 moment. We may return to one or two during the course of
14 it, but this might be an appropriate time to break.

15 JUDGE CHACHKIN: All right. We will recess until
16 2 p.m. for lunch.

17 (Whereupon, at 12:49 p.m., the hearing was
18 recessed, to resume at 2:00 p.m., this same day, Monday,
19 February 24, 1997.)

20 //

21 //

22 //

23 //

24 //

25 //

1 JUDGE CHACHKIN: What were the towers that were
2 there? You say there were three towers?

3 THE WITNESS: Yes, sir.

4 JUDGE CHACHKIN: Was the AM tower there?

5 THE WITNESS: Yes, sir.

6 JUDGE CHACHKIN: What else?

7 THE WITNESS: Well, actually, there were four
8 towers there. There are the three AM towers, and there is
9 an FM/STL tower that is immediately adjacent to the
10 building. Well, they are all immediately adjacent to the
11 building, but the closest one to the building is the FM/STA
12 tower, or STL tower. Excuse me.

13 JUDGE CHACHKIN: When you say the AM tower, you
14 mean -- when you say three AM towers, what do you mean?

15 THE WITNESS: Well, the --

16 JUDGE CHACHKIN: Was it three array towers, is
17 that what you are saying?

18 THE WITNESS: It was a three-tower array.

19 JUDGE CHACHKIN: Three-tower array.

20 THE WITNESS: Nondirectional daytime and
21 directional at night.

22 JUDGE CHACHKIN: And that remained, you didn't
23 take that?

24 THE WITNESS: I did not take those down.

25 JUDGE CHACHKIN: Now, as I understand it, you

1 owned the tower and you owned the transmitting equipment?

2 THE WITNESS: That is correct.

3 JUDGE CHACHKIN: Pursuant to the contract?

4 THE WITNESS: That's correct.

5 JUDGE CHACHKIN: Why didn't you remove the tower?

6 THE WITNESS: Well, frankly, because I could not
7 afford to have them removed.

8 JUDGE CHACHKIN: So the tower remained there, and
9 I assume when you went back and began operating the tower
10 after your STA was denied, you used that tower?

11 THE WITNESS: Yes, sir.

12 JUDGE CHACHKIN: Go ahead, Mr. Aronowitz.

13 MR. ARONOWITZ: Thank you, Your Honor.

14 CROSS EXAMINATION (RESUMED)

15 BY MR. ARONOWITZ:

16 Q Mr. Werlinger, I just wanted to just finish off
17 one quick think that I might have left hanging last time,
18 and I would like to refer you to Mass Media Bureau Exhibit
19 No. 16 that we talked about just before the break. That's
20 the September 29 letter, two pages, from you to Roy Stewart?

21

22 A Yes, sir.

23 Q This is where you address the loss of the site?

24 A Yes, sir.

25 Q And you state in this letter that the leaseback

1 was condition of purchase of KFCC, and then you repeat
2 later. Do you say that?

3 A Yes, sir.

4 Q Does that letter say that?

5 A Well, as a condition of sale.

6 Q Correct.

7 And then, again, it says, "Again, we emphasize
8 this leaseback occurred as a condition of sale." You said
9 that.

10 A Yes, sir.

11 Q That's what that says?

12 And, in fact, that was not a condition of sale?

13 A Well, I contend it was, sir.

14 Q This was not a requirement for the contract to be
15 signed?

16 A We negotiated --

17 Q I understand that. I understand. I am just going
18 to ask you to be responsive to my question.

19 A It is my opinion that that was a condition of
20 sale.

21 Q However, as you testified before the break, that
22 was a voluntary agreement reached by you and Mr. Landrum.

23 A Mr. Aronowitz, I don't know how else to put it.
24 Nobody coerced anyone into anything. We negotiated the
25 conditions under which we closed that sale, and contingent

1 to that was the leaseback to Mr. Landrum. I don't know how
2 else to state it.

3 JUDGE CHACHKIN: Well, as I understand it, Mr.
4 Landrum didn't ask you to -- as a condition to entering into
5 the agreement, that you would agree to move your property.

6 THE WITNESS: Well, Your Honor, again, I have to
7 say that, you know, he did not state to me, "If you don't
8 move, I won't sell." We sat down together and negotiated
9 the terms of that, and so it became a part of it.

10 JUDGE CHACHKIN: It became the terms of the
11 agreement.

12 THE WITNESS: Yes, sir.

13 I mean, I don't know how else to state it.

14 JUDGE CHACHKIN: It's something that you
15 voluntarily agreed to be part of?

16 THE WITNESS: Well, yes. But after --

17 JUDGE CHACHKIN: I mean, you didn't object to the
18 terms of the agreement?

19 THE WITNESS: Of course not. If I had objected to
20 the terms of the agreement, I never would have signed it.
21 But, again, once it was signed, it was signed.

22 JUDGE CHACHKIN: But even after it was signed, Mr.
23 Landrum never said to you, "Now you have to move. You have
24 to remove your equipment from the site."

25 THE WITNESS: He didn't -- Your Honor, he didn't

1 have to say that because we had negotiated that.

2 JUDGE CHACHKIN: I understand it. But he never
3 said, "I'm going to hold you to the agreement, and I'm
4 requiring you to move from the site"?

5 THE WITNESS: He never had to state that, sir,
6 because --

7 JUDGE CHACHKIN: Did he ever say that?

8 THE WITNESS: No, sir.

9 BY MR. ARONOWITZ:

10 Q Okay, with respect to the loss site, Mr.
11 Werlinger, did you know that the loss of a site was a
12 prerequisite to the issuance of an STA?

13 A I knew that it occurred both ways. I knew that in
14 the past I had simply stated we wish an STA, and it was
15 granted, and that we had in the past stated that losing a
16 site was part of the request for the STA. It had occurred
17 both ways. I did not specifically know that unless you
18 stated that you had lost the site, that you could not ask
19 for -- seek an STA.

20 My experience, my experience was that -- was that
21 in point of fact it was not requisite.

22 Q So your testimony is that the loss of a site was
23 not a prerequisite to the issuance of an STA?

24 A I knew that -- I knew that both instances --

25 Q Well, it either was or it wasn't.

1 A Well, in point -- in point of fact, I knew that
2 both instances had occurred in the past, and that it
3 routinely was not necessary to state that you had lost your
4 site. I, as I --

5 Q Mr. Werlinger, please, let me ask, and let's try
6 to keep the answers right to the questions.

7 And this is, did you have an understanding that
8 the loss of a site was necessary to the issuance of an STA?
9 It either was or it wasn't.

10 A As I stated -- one moment, please.

11 (Pause.)

12 BY MR. ARONOWITZ:

13 Q Mr. Werlinger -- go ahead.

14 (Pause.)

15 THE WITNESS: It had been my experience --

16 JUDGE CHACHKIN: What had been your experience?

17 THE WITNESS: That STAs were granted both when
18 sites were lost and when they were not lost.

19 JUDGE CHACHKIN: And you don't have to give any
20 reasons for -- when you request an STA, you don't have to
21 give any reasons for a grant of the STA? The Commission
22 just grants it if you ask for it?

23 THE WITNESS: I have a case in point.

24 JUDGE CHACHKIN: You didn't provide any reasons
25 for granting -- for asking for the STA, is that what you're

1 saying?

2 THE WITNESS: Yes, sir. That was my -- that was
3 my experience.

4 BY MR. ARONOWITZ:

5 Q And what was that experience based on?

6 A The KVICI, at least the KVICI case in Canton, Texas.

7 Q Is that what we call, or what I will refer to --
8 is that the case involving Canton, Texas, Canton/Mineola?

9 A Well, Mineola/Canton.

10 Q Mineola, it was authorized to Mineola and going to
11 Canton?

12 A That's correct.

13 Q If you will forgive me, I will use the two terms
14 interchangeable. If I use Mineola or Canton sometimes, it's
15 just out of confusion. But we will --

16 A Mineola --

17 Q -- relate it to the same case.

18 A As we speak, Mineola remains the city of license.

19 Q Okay. Mineola is the city of license. All right.

20 So you are saying that it was your experience in
21 Mineola that you didn't need a loss site to get an STA; is
22 that correct?

23 A My experience has been that they had been granted
24 both ways. When the loss of a site --

25 Q But you had just said the basis for your belief --

1 excuse me. You just stated that the basis for your belief
2 that a loss site was not required for an STA rested in the
3 Mineola case; is that correct?

4 A And many other cases. There were other cases
5 wherein we simply stated that we wish an STA.

6 Q Okay.

7 A And it was granted. It was routinely granted.

8 Q Okay.

9 A And in retrospect --

10 Q Mr. Werlinger, please. Let me -- I'm going to try
11 to get us, because we are going far afield, and I want to
12 get us right down. These should be easy answers.

13 And Mineola is the one that you -- you claim that
14 in Mineola an STA was granted without reference to a lost
15 site; is that correct?

16 A That's correct.

17 Q And, in fact, when you filed the Mineola STA,
18 which is one of the exhibits here, 21, I believe; 21 is in
19 fact the STA for Mineola?

20 A No, the STA is for Canton.

21 Q For Canton. Excuse me.

22 For the K --

23 A KVC.I.

24 Q For the KVC.I.

25 JUDGE CHACHKIN: We're talking about Appendix 21,

1 right?

2 MR. ARONOWITZ: Appendix 21.

3 THE WITNESS: In Chameleon --

4 JUDGE CHACHKIN: All right.

5 MR. ARONOWITZ: In Mr. Werlinger's exhibits.

6 BY MR. ARONOWITZ:

7 Q And in that STA do you -- does it reference the
8 loss of a site?

9 A It does not.

10 Q And it is on that basis that you believe that no
11 site was necessary?

12 A It is the basis of my belief that they are granted
13 both ways.

14 Q All right. In the Mineola, Exhibit 21 STA, do you
15 mention the loss of a site? Or is the loss of a site
16 mentioned?

17 A I don't believe it is, sir.

18 Q And was this STA granted?

19 A Yes, it was.

20 Q And was the STA ever rescinded?

21 A No, sir, it was not.

22 Q It was not? It's not rescinded?

23 A No, sir, it was routinely renewed 13 times.

24 Q Okay.

25 A In fact, the station is operating on STA today.

1 Q Okay. in Exhibit 1, page 26; Appendix 21, page 6.

2 A I'm sorry, again? Exhibit 1, page what? Twenty-
3 six?

4 Q Twenty-six.

5 JUDGE CHACHKIN: Appendix 21 to your Exhibit 1,
6 page 26.

7 THE WITNESS: Okay.

8 BY MR. ARONOWITZ:

9 Q There is a letter dated November 21, this is
10 submitted by you, November 23, and it grants the STA that we
11 were looking at just before, the front part of Attachment
12 21.

13 This is the grant of that STA request; is that
14 correct?

15 A Yes, it is.

16 Q And four lines down where it says -- well, the
17 second sentence, it says, "Temporary authority granted to
18 relocate station from presently authorized site to," and it
19 gives some various coordinates.

20 A Yes.

21 Q "... due to loss of authorized site."

22 Is that what that letter says?

23 A That's what it says, sir.

24 Q And was that the case?

25 A The case -- the case was exactly parallel to the

1 KFCC case.

2 Q That's not what I asked, and I would wish that
3 that be stricken.

4 JUDGE CHACHKIN: It's not responsive.

5 THE WITNESS: Pardon me.

6 BY MR. ARONOWITZ:

7 Q Does the November 23 grant of the STA for Mineola
8 depict that the grant was made due to a loss of authorized
9 transmitter site?

10 A It does, sir.

11 Q And the STA didn't say that?

12 A It did not.

13 Q So that that would be an error by the Bureau in
14 granting this if the grant was occasioned due to the loss of
15 an authorized site?

16 A That calls for a conclusion I can't make.

17 Q Well, you didn't -- the STA didn't reflect the
18 lost site.

19 A It did not.

20 Q So where would this have come up?

21 A I don't know.

22 Q Okay. But, in fact, that wasn't the basis for the
23 STA?

24 A It was not, sir.

25 Q Okay. And in November 22 -- and you received the

1 November 22 letter?

2 A Yes, sir, I did.

3 Q And you didn't correct that?

4 A I did not.

5 Q Okay, and you have never gone back to the
6 Commission to correct that?

7 A In other words, if the STA was improper or not
8 based on the facts as you presented, it would be an error,
9 wouldn't it, or it would not accurately reflect what you
10 requested?

11 A It did not reflect what I had requested.

12 Q And you did not change it?

13 A But, of course, I was not the licensee. I was
14 simply a paid consultant.

15 Mr. Aronowitz, the Commission has been fully well
16 aware of this.

17 Q Mr. Werlinger, please, I will ask, and I'll -- we
18 are developing this, and we will get to that. But right now
19 I'm going to ask you another question.

20 You just said right now -- you just said a few
21 moments ago that the Mineola STA was routinely renewed.

22 A Yes, it's been renewed many times.

23 Q And you said that. And, in fact, paragraph in
24 your statement, Exhibit A, page 18, paragraph 43, you say
25 that again, it's been routinely renewed.